JUDGMENT—FRAUDULENT JOINDER OF PARTIES—EQUITY JURISDICTION.—DE GARCIA V. SAN ANTONIO & A. P. RY. CO., 77 S. W. 275 (TEX.).—*Held,* that where the plaintiff, in collusion with the defendant, joined another as co-plaintiff to cut off his rights, the judgment may be set aside in a court of equity.

Formerly courts of law would not review a cause for fraud and equity had entire jurisdiction. *Bateman v. Willor,* 1 Sch. & Lef. 201. But now, in some States, relief may be had in law in many cases of fraud and mistake. *Borland v. Thornton,* 12 Cal. 440; especially if the fraud was extrinsic and not concerned in the issue in the former suit. *U. S. v. Throckmorton,* 98 U. S. 61. There seems to be no general rule, however, as to what will vitiate a judgment in law. And the uncertainty as to when equity will act is increased by the fact that it sometimes continues to assert its jurisdiction even after relief might be had at law. *Pearce v. Olney,* 20 Conn. 545. *McMurray v. McMurray,* 67 Tex. 665, while in other States it refuses to interfere in such cases. *Floyd v. Jayne,* 6 Johns. Ch. 479.

MANDAMUS—RIGHT TO MONEY DEPOSITED IN LIEU OF BAIL—SUPPLEMENTARY PROCEEDINGS—DISCONTINUANCE.—IN RE ROTHSCHILD, 82 N. Y. SUPP. 558.—Relator deposited money in lieu of bail to secure the appearance of S. proceedings against whom were "adjourned to a time to be hereafter fixed." Before the case was dismissed, the chamberlain was enjoined by judgment creditors from disposing of S's property. *Held,* that mandamus will not lie requiring the chamberlain to pay the money deposited to relator, because proceedings were not dismissed by a judge's order. McLaughlin and Ingraham, J. J., *dissenting.*

The code of civil procedure of New York requires a judge's order for a discontinuance of supplementary proceedings. Adhering strictly to this provision the case of *Meyer v. Gould,* 75 App. Div. 524, is not in point. In that case it was held that a party who deposited bail for another as in this case could recover it. *Contra:* The injunction is part of proceedings which have lapsed by adjournment *sine die.* Saying that there is no discontinuance after proceedings have really been abandoned because of the requirement of a judge's order is giving the code a character never intended. *Squire v. Young,* 1 Bosw. 690. No express order is needed to discontinue proceedings which have been abandoned by failure to get a regular adjournment. *Thomas v. Kercher,* 15 Abb. Prac. 342; *Wright v. Nostrand,* 47 N. Y. Sup. Ct. 441. An adjournment to a day not certain is *sine die.* 1 *Enc. Pl. & Pr.* 243. Authority on this point does not seem to support the principal case.

MUNICIPAL CORPORATIONS—IMPROVEMENTS—COMPETITIVE BIDDING.—FINERAN V. CENTRAL BITULITHIC PAV. CO., 76 S. W. 415 (KY.).—An ordinance provided that contracts for street paving should be awarded to the lowest bidder. *Held,* that, as there could be no competition, a contract with a corporation having the exclusive control of a patented composition was void. Paynter, J., *dissenting.*

There is an irreconcilable conflict of opinion upon this subject. In some states the courts reason that such ordinances should not be strictly enforced, as the municipality would be precluded from availing itself of patented articles,